

Master Agreement  
by and between the  
Hooksett School District  
and the  
Hooksett Education Association  
for the period  
July 1, 2010 Through June 30, 2013

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## **MEMORANDUM OF AGREEMENT**

The Hooksett School Board and the Hooksett Education Association have reached agreement on terms and conditions of employment in accordance with RSA 273-A, as hereinafter set forth. This agreement is subject to ratification by a majority of the full Board. The parties specifically agree that all cost items are subject to the approval of the legislative body at the appropriate school district meeting, and subsequent majority vote by the community at the appropriate school district election/meeting.

This agreement will commence with the 2010-2011 school year effective July 1, 2010 and will terminate June 30, 2013.

Subject to the above approvals, the parties have agreed to the following contract provisions:

### **PREAMBLE**

THIS AGREEMENT is made and entered into on this twentieth day of April, 2010.

WITNESSETH:

WHEREAS, pursuant to RSA 273-A, the Board and the Association have negotiated in good faith on terms and conditions of employment for the employees of the District included in the unit set forth in ARTICLE I, the Recognition Clause, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

It is hereby agreed as follows:

### **ARTICLE I**

#### **RECOGNITION CLAUSE**

The Hooksett School Board recognizes the Hooksett Education Association as the exclusive bargaining representative for all permanent, certified classroom teachers employed by the Hooksett School System for the purpose of negotiating with the School Board with respect to terms and conditions of employment as defined in RSA 273-A.

The term "teacher" shall mean a professional employee of the Hooksett School District and funded by the District whose position requires certification by the State Board of Education as a professional engaged in full or part-time teaching or specialized teaching area as well as guidance and associate psychologist. The bargaining unit also includes nurses. This term "teacher" shall exclude all others employed by the School Board, including Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Administrators, Special Education Coordinator, Media Services Director, Psychometrist, Librarians, Librarian Aides, and all other aides, other persons employed by the State Board, or any other persons exercising supervisory authority involving the significant exercise of discretion as defined by RSA 273-A:8.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURES**

#### **SECTION A.**

The Association shall notify the Board by June 1 of the appropriate year of its desire to negotiate a successor to this Agreement, and the Association and the Board shall exchange their initial bargaining proposals no later than September 1. Negotiations shall be conducted in accordance with RSA 273-A.

#### **SECTION B.**

Subject to RSA 91-A, the School District will provide, without charge to the Association, information pertinent to negotiations.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **SECTION A.**

##### **1. DEFINITION.**

A grievance shall mean a claim by an employee or a group of employees covered by this Agreement, or the Association if the grievance relates to an Association right or a matter which affects the entire bargaining unit, that there has been a violation or misapplication of one or more provisions of this Agreement. The parties agree that multiple grievances involving separate and distinct claims and/or issues shall not be allowed as a single grievance, but must be processed as separate and individual grievances. In addition to the exclusions set forth in Sections 1.a., b. and c. below, the parties agree that grievances are limited to a violation or misapplication of specific provisions of this Agreement.

The term "days" shall be interpreted as meaning working days as defined by the teacher work year.

A grievance to be considered under this procedure must be initiated in writing by the grievant and given to that grievant's Principal under Section 2., Procedure, Step Two, within fifteen (15) days of its occurrence, or from the time the grievant should have known of its occurrence, otherwise the grievance shall be waived. The following matters are excluded from the Grievance Procedure:

- a. Any matter for which a specific method of review is prescribed and set forth by law, or by any rule or regulation of the State Commissioner of Education, including, but not limited to, the non-renewal or dismissal of any teacher.



- b. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.
- c. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

## 2. PROCEDURE.

Step One – A grievant shall first discuss the grievance with his/her Principal or his/her designee, or appropriate administrator in case of an Association grievance, in an attempt to resolve the matter informally. The grievant shall notify the Principal or his/her designee, or administrator, that their discussion constitutes Step One of the grievance procedure. A decision shall be rendered within five (5) days.

Step Two – If the grievant is not satisfied with the decision, he/she may formally submit the grievance to the Principal within five (5) days after the receipt of the decision at Step One. The appeal shall be in writing and must specify:

- a. The nature of the grievance and the contract provision(s) allegedly violated
- b. The injury and the loss which is claimed;
- c. The remedies sought.

The Principal shall investigate the matter and communicate the decision in writing to the grievant within five (5) days from the receipt of the written grievance.

Step Three - If the grievant is not satisfied with the decision, he/she may appeal the grievance to the Superintendent in writing within five (5) days after the receipt of the Principal's decision. The Superintendent shall investigate the grievance and render his/her decision in writing within ten (10) days after the receipt of the appeal at that level.

Step Four – If the grievant is not satisfied with the decision rendered by the Superintendent, he/she may appeal his/her grievance to the School Board. Such an appeal must be made within five (5) days after the receipt of the Superintendent's decision. The Board or a committee thereof shall review the grievance and, at its option, may request that a hearing be held with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within twenty (20) days after the receipt of the appeal.

Step Five – Should any grievance arise which cannot be settled within the foregoing steps of this Grievance Procedure, the Association, on behalf of the grievant if the grievant wishes, may submit such grievance to arbitration as follows:

- a. If the Association and the grievant are not satisfied with the disposition of the grievance by the Board or if no decision has been rendered within twenty (20) days after the receipt of the appeal as set forth in Step Four, the Association shall have the right to appeal the decision and submit the matter to binding arbitration, provided the Association notifies the Superintendent in writing of such a request within ten (10) days of receipt by the Association of the School Board's decision or the expiration of the twenty (20) day time limit. The following procedure shall be used to secure the services of an arbitrator:

- b. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, the matter shall be submitted to the American Arbitration Association and an arbitrator shall be appointed in accordance with its labor arbitration rules.
  - c. The arbitrator shall limit himself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with all of the terms of this agreement. The arbitrator shall not have the power to add to, delete from or modify any of the provisions of this Agreement. The arbitrator may award a "make whole award", but may apply no penalty payments.
  - d. The decision of the arbitrator shall be binding upon both parties provided however, either party shall have a right to appeal such decision to the New Hampshire PELRB and the New Hampshire courts under the provisions of NH RSA 542 as amended. It is hereby specifically agreed by the parties that this contract and grievance procedure clause are subject to the provisions of NH RSA 542 as amended.
  - e. The expense of the arbitrator shall be shared equally by the parties.
3. Failure to communicate on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

#### SECTION B.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer unless said documents fall within RSA 91-A, "The Right to Know Law."

#### SECTION C.

The grievant shall be entitled to Association representation at all levels of the grievance procedure. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. Any such adjustment or settlement of a grievance, at Step Two or higher, shall be communicated to the Association in a timely manner.

## ARTICLE IV

### TEACHER SALARY GUIDE & RELATED POLICIES

#### SECTION A.

1. Effective July 1, 2011, school nurses shall be paid a salary based upon the salary scale for teachers with Bachelor's degrees. The initial placement on the scale for nurses employed by the District prior to the effective date of this agreement shall be at the closest step to their current salary without resulting in a pay decrease.
2. Teachers shall be compensated in the following manner:
  - a. Initial placement on the salary guide shall be at the discretion of the Superintendent. Consideration shall be given for prior teaching experience and/or curriculum related experience. Thereafter, teachers who have completed at least ninety-three (93) days of service during the school year and whose performance is satisfactory shall be advanced a step.

However, step placement for the 2010-2011 school year shall be the same as 2009-2010 for all members of the bargaining unit. Thereafter, either party, with written notice to the other by September 1<sup>st</sup>, may reopen negotiations on salaries (specifically limited to step movement, COLA, and curriculum development stipend) under this agreement, for the 2011-2012 and 2012-2013 contract years. In the event neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed by the parties, no cost of living adjustment, step movement, or adjustment of the curriculum development stipend shall occur.

#### SECTION B. Payments.

Teachers shall be paid bi-weekly every other Thursday, provided, however, that a teacher's final check shall be paid on the last contract day. Each teacher shall have the option of salary payments pro-rated on the basis of 22 or 26 pay periods. At the time the teacher accepts an offer of employment, the teacher must elect which option that teacher desires and that option shall remain in effect for the entire year. If a teacher fails to make an election, 26 pay periods will be assumed.

When a teacher leaves or enters the District during the school year, the salary due that teacher will be pro-rated based upon the number of contract days versus the number of days in that teacher's contract.

#### SECTION C. Length of Teacher Work Year.

186 teacher workdays / 180 student contact days.

One workday shall be scheduled for teachers at the beginning of the school year with no events so that teachers can prepare their classrooms for the upcoming year.

The School Board hereby notifies the Association that it is the Board's intention to modify the 2006-07 school calendar by changing the number of early release days to a number between 2-5 that will be determined by the Board. The Board's intention is to devote one additional full non-instructional day to in-service instead of several partial days through early release. The Board intends to reduce the number of early release days in conjunction with reducing the number of instructional days in Article IV(C) so as not to lose student instructional time. No amendment to the collective bargaining agreement is necessary to effectuate this change because the collective bargaining agreement is silent with respect to early release days.

#### SECTION D. Co-curricular Stipends

<u>Position</u>	<u>2010-2013</u>
Athletic Director	\$ 3,278
Boys / Girls Soccer (2)	\$ 1,300
Boys / Girls Basketball (2)	\$ 1,890
Baseball Softball (2)	\$ 1,431
Cheerleading	\$ 1,890
Volleyball	\$ 1,639
(divided between 2 positions)	
Cross-country	\$ 2,185
(divided between 2 positions)	
Newspaper	\$ 1,311
Yearbook	\$ 1,639
Band Director	\$ 2,185
Student Council	\$ 2,185
Drama Club	\$ 1,093
Computer Coordinator (3)	\$ 983

The parties specifically agree that the Board, in its sole discretion, has the right to continue or discontinue any of the above positions.

### **ARTICLE V**

#### MILITARY LEAVE

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence during his/her annual tour of duty as a member of such reserve component provided, however, that such leave shall not exceed fifteen (15) days. Individuals serving under this provision shall receive the difference between their military pay and that which they would have earned had they not been called to service. This provision shall not apply to any teacher who has a tour of duty scheduled during the school year and who could postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.

## **ARTICLE VI**

### **LABOR-MANAGEMENT COMMITTEE**

In the interest of fostering harmonious and cooperative relations between the parties, a "Labor-Management Committee" is hereby formed composed of representatives of the Association and the Superintendent, or his/her designee, which shall meet once a month during the school year, or less often by agreement, for purposes of discussing matters of mutual concern and interest, including, but not limited to, review of Board policies and educational policies and programs.

## **ARTICLE VII**

### **PERSONNEL FILE**

#### **SECTION A.**

1. A teacher shall have the right to examine his/her personnel file(s) upon twenty-four (24) hours written notification excluding weekends and holidays. This condition may be waived by the Superintendent provided office staff can accommodate such a request.
2. A teacher may submit a written response to any material in the folder and have said response attached to the original material. There shall be no obligation on the part of the Administration or the Board to respond to the teacher's comments and, if no response is made, it shall not be deemed or construed to be an acceptance of or agreement with the teacher's comments. The District will, however, acknowledge receipt of the teacher's comments.
3. The District agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the teacher's initial employment.
4. No derogatory material shall be added to the personnel file of a teacher without a copy of said material first being given to the teacher. The teacher shall sign a statement acknowledging only that the teacher has received a copy of said material. Anonymous complaints about a teacher will not be used for disciplinary action or negative evaluations.

## ARTICLE VIII

### WORKDAY TERMS AND CONDITIONS

#### SECTION A.

Subject to the approval of the Principal, teachers may have access, during secured hours, to the building to which they are assigned.

#### SECTION B.

Except in cases of emergency, as determined by the Principal, teachers shall be provided a duty-free uninterrupted daily lunch period of the same duration as that provided to the students in their building. Nurses shall be provided with an uninterrupted lunch period except in cases of emergency.

#### SECTION C.

After taking such factors as transportation, programs, state requirement, and equity into account, the Board shall make every effort to keep the length of the school day as similar as possible in all three Hooksett schools. This section does not apply to Nurses.

#### SECTION D.

Except in cases of urgency, the administration may schedule a maximum of one mandatory school-wide faculty meeting per month outside the regular workday. The administration will attempt to limit the duration of such meetings to 45 minutes.

#### SECTION E.

Every effort will be made by the administration to assure that each teacher is scheduled for at least 120 minutes per week (pro rated for weeks of less than 5 days) for planning time. The preceding sentence is not intended to reduce the amount of time for the 4 periods at the elementary schools and the 5 periods at the middle school for which regular education teachers already are scheduled for planning time.

#### SECTION F.

A duty committee shall be established at each school to recommend a duty schedule. Each duty committee shall consist of the following membership from each building: one building administrator and two teachers appointed by the association from the building. The committee shall recommend a duty schedule for the ensuing year. It shall present the recommended schedule to the building administration on or before June 1. The final schedule shall be determined by the administration.

#### SECTION G.

Each teacher shall be required to attend no more than one open house for each grade level per school year during the evening. Open houses need not be scheduled on the same date for all grade levels. Teachers shall receive at least 30 days advance notice of each open house.

## **ARTICLE IX**

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

#### **SECTION A.**

The School District shall comply with State and Federal Laws with regard to employment and assignment of professional staff. Any alleged violation of this Section (A) may be processed through the School Board level of the Grievance Procedure and/or the appropriate administrative agency or court.

#### **SECTION B.**

Unless extenuating circumstances prevail, a teacher shall be notified of any change in his or her present assignment(s) thirty (30) days in advance of the opening day of school for students.

#### **SECTION C.**

Every effort will be made to provide substitute teachers for all classroom teachers who are absent from school including art, music, and physical education teachers which will enable such classroom teachers to utilize this time for planning, conferences or other necessary educational endeavors.

## **ARTICLE X**

### **GENERAL PROVISIONS**

#### **SECTION A.**

This Agreement may not be altered, changed, added to, deleted from or modified except through the voluntary, mutual consent of the parties in writing.

#### **SECTION B.**

An individual contract between the Board and an individual teacher heretofore or hereafter executed shall be consistent with lawful provisions of this Agreement.

#### **SECTION C.**

Copies of this Agreement between the Hooksett School District and the Hooksett Education Association, NHEA/NEA, shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, or hereafter employed. Further, the Board shall furnish twenty (20) copies of the Agreement to the Association for its use.

#### **SECTION D.**

The Hooksett School District has a 90 minute delayed opening procedure for students in cases of inclement weather. Teachers are expected to make every reasonable effort to arrive at school as close to the regular time as possible. If there are extenuating circumstances, said teachers must notify the Principal and/or his designee.



## **ARTICLE XI**

### **JURISDICTION AND AUTHORITY OF SCHOOL BOARD**

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law, are vested in them and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions or authorities. It is further specifically agreed that this Article shall not be subject to any grievance or arbitration proceeding as hereinafter set forth.

## **ARTICLE XII**

### **SAVINGS CLAUSE**

If any Article or any section of an Article of this Agreement or any application of any portion of an Article of this Agreement to any employee or groups of employees is held to be contrary to law, then such Article or section shall not be deemed valid, but all other Articles and sections shall continue in full force and effect.

## **ARTICLE XIII**

### **DUES AND FAIR SHARE FEE DEDUCTION**

#### **SECTION A.**

It is agreed by and between the Hooksett School District and the Hooksett Education Association that upon receipt of written authorization therefore, signed by the employee and received by the Superintendent or the Superintendent's designee on or before October 1<sup>st</sup> of each school year, the Board shall deduct an amount to provide payments of dues for membership in the Hooksett, New Hampshire and National Education Association, from the regular salary check of such employee for ten (10) pay periods beginning with the second pay period in October and that the amounts so deducted pursuant to such authorization shall be remitted directly to the Hooksett Education Association. It is further agreed by and between the Hooksett School District and the Hooksett Education Association that such authorization for deduction of dues shall continue in full force and effect with the Hooksett School District until the employee submits a written revocation of such authorization to the SAU Business Office. Should there be a dispute between the teacher, the Association and/or the School Board or the Administration over the nature of deductions, the Association agrees to defend, indemnify and hold the Hooksett School Board, all of its agents and employees and the Hooksett School District harmless in any dispute.



## SECTION B.

Bargaining unit employees who choose not to be members of the Association shall be required to pay a fair share fee, not to exceed actual membership dues, in an amount to be determined by the Association. This fee will be payroll deducted in accordance with the other provisions of this Article.

Should there be a dispute between an employee and the Association and/or the School Board or the District's Administration over the matter of fair share fees and deductions, the Association agrees to defend, indemnify and hold harmless the school board, all of its agents and employees and the Hooksett School District in any such dispute.

## **ARTICLE XIV**

### PROFESSIONAL IMPROVEMENT

#### SECTION A.

1. Subject to the provisions of Section A.2. below, the Board will pay the tuition cost of three (3) courses taken at the graduate or undergraduate level which are directly related to their teaching duties as determined and approved by the Principal and Superintendent. Priority for these funds will be given to teachers enrolled in degree programs. The maximum amount of reimbursement for each course shall be at the current University of New Hampshire instate credit rate. In order to receive course payment as stated above, a teacher must receive written approval from the Superintendent prior to course registration.
2. The Board will expend no more than \$29,000 in each year of this agreement for course payments. The course amounts will be allocated for two time periods.
  - a. Two-thirds of the funds will be disbursed during the summer/fall semester. The remaining one-third and any unused portion from the summer/fall semester will be disbursed during the winter/spring semester. Applications for course payments will be accepted beginning April 1<sup>st</sup> for the coming summer/fall semester and November 1<sup>st</sup> for the coming winter/spring semester. Applications for course payment will not be accepted for the respective semesters prior to these dates. The winter/spring semester shall be considered as those courses which commence after December 15<sup>th</sup>. The summer/fall semester shall be considered as those courses which commence after July 1<sup>st</sup>.
  - b. Should additional funds be unencumbered in the tuition reimbursement pool by May 15<sup>th</sup>, teachers may request reimbursement for a fourth course, provided the course was approved by the Principal and Superintendent prior to being taken. This additional reimbursement will be on a first come, first served basis. Teachers may not apply for this additional reimbursement prior to May 15<sup>th</sup>.
  - c. Payment shall not be disbursed until after the teacher has received written approval from the Superintendent prior to course registration and the teacher has submitted to the SAU business office proof that he/she earned a final grade of B- or better or a final grade of pass in a pass/fail course.

3. Any teacher who does not earn a grade of B- or better or a grade of pass in a pass/fail course will not be eligible for reimbursement for that course.

#### SECTION B.

1. The Board shall reimburse all bargaining unit members up to \$275 for each year of the agreement for the cost of workshops/seminars subject to the recommendation of the Principal and written approval from the Superintendent five (5) school days prior to the workshop/seminar. In the event the teacher, through no fault of his/her own, fails to receive notification of a scheduled workshop/seminar in sufficient time to comply with the aforesaid five (5) days prior approval period, it may be waived.
2. The Board will expend no more than \$21,000 for each year of the agreement. This money will be available beginning July 1<sup>st</sup> of each year.
  - a. Should unexpended funds be available on May 15<sup>th</sup>, teachers may be reimbursed for an additional workshop taken after their original allocation was exhausted. Teachers will be reimbursed in full for an additional workshop based on the date of submittal to the SAU Business Office.
  - b. The workshop attended must have received the prior approval of the Principal and Superintendent. In no case will the reimbursement exceed the allocation for the given fiscal year.
3. Reimbursement for the activity will occur after the bargaining unit member has provided satisfactory proof of attendance to the SAU Business Office.

#### SECTION C.

If, as of June 15, funds remain unencumbered in the tuition reimbursement pool and no unencumbered funds remain in the workshop reimbursement pool, the unencumbered funds may be transferred to the workshop reimbursement pool and expended in accordance with Section B(2)(a). If, as of June 15, funds remain unencumbered in the workshop reimbursement pool and no unencumbered funds remain in the tuition reimbursement pool, the unencumbered funds may be transferred to the tuition reimbursement pool and expended in accordance with Section A(2)(b).

#### SECTION D

The practice of converting staff development credits for salary movement ended on June 30, 1995. A final accounting of each individual teacher's credits was provided. Credits applied under this section will continue to exist for the duration of the employee's tenure in the district. The conversion of "clock hours" to credits does not apply to bargaining unit members hired for the 1994 – 95 school year or thereafter.

#### SECTION E.

The District shall send the Association President, or his/her designee, copies of all professional development application approvals and denials at the same time that the teacher is notified.

## ARTICLE XV

### TEMPORARY LEAVE OF ABSENCE

#### SECTION A. Sick Leave.

Teachers presently employed shall be granted sick leave for illness on a basis of fifteen (15) working days per year, ten (10) days of which may be utilized for the illness of a child or parent or member of the household. New teachers will accumulate sick leave days at the rate of 1½ days per month. Sick leave shall be accumulated up to a maximum of one hundred twenty (120) days. Teachers who are ill for a period of three (3) consecutive days or more shall have a doctor's certificate to return to teaching if the Board or Administration so desires it.

#### SECTION B. Personal Leave.

Each teacher shall be entitled to two (2) personal days per year, non-accumulative, providing that said leave is not before or after a holiday or vacation. These days shall only be taken for pressing and unavoidable legal, personal, family, or business reasons. Except for personal day requests immediately prior to or following a holiday or vacation, no reason or explanation is required other than the time requested meets the requirements of this provision and a written statement to that effect is submitted to the Superintendent. Whenever possible, a teacher requesting a personal day shall so notify the building Principal at least 72 hours in advance of the personal day. Additional leave shall be granted for major religious holy day observances providing that such requests are submitted in writing to the Superintendent in advance.

#### SECTION C. Bereavement Leave.

Each teacher shall be entitled to a total of five (5) days bereavement leave for each school year, for a death in the immediate family or household or an individual close to the teacher who may not necessarily be a member of the family. In the case of bereavement, the teacher shall notify the building Principal, who will in turn inform the Superintendent.

#### SECTION D. Association Leave.

No more than a total of three (3) days paid leave per year will be granted to HEA for professional meetings. HEA will reimburse the District for cost of the substitute for the second and third day used.

#### SECTION E. Sick Leave Contingent.

The sick leave contingency is intended to serve a member who, because of extended and serious illness, has exhausted his/her individual sick leave.

#### Provisions:

1. Each teacher wishing to be covered agrees to donate one (1) day from the fifteen (15) days he/she is allowed to accrue in a one-year period, to be deposited in said bank, such day to be deducted from the teacher's annual sick leave.

2. Days contributed to the Sick Leave Bank shall, subject to the provisions below, be carried over to the next school year. If, at the beginning of any school year, the number of sick bank days available equals or exceeds seventy-five (75) days, members will not be permitted to contribute an additional day. If during the course of the school year the number of days in the sick leave bank falls below seventy-five (75) days, any teacher wishing to be covered must donate one (1) day in accordance with the provisions of Section E.1 above. Any new teacher wishing to be covered must agree to donate one (1) day in accordance with the provisions of Section E.1.

3. The sick leave contingency committee shall be comprised of the following:

- a. Three (3) teachers, one from each school voted by teachers in that school who are enrolled in the sick bank.
- b. One school board member.
- c. One administrator, decided upon by the administrators.

4. The sick leave contingency committee will make recommendations as to the granting of sick leave contingency days, and how many such days shall be awarded. The recommendations shall be based upon guidelines developed by the committee.

5. Any teacher needing to utilize the contingency must submit to the committee: i) written request to the committee specifying the number of days requested, and ii) a doctor's certificate verifying the applicant's illness.

6. The requesting teacher shall also send a letter to the Superintendent requesting that a copy of the teacher's attendance record be sent to the committee.

7. The committee's written recommendation will be forwarded to the Superintendent within seven (7) school days of receipt of all necessary documents by the committee.

8. The Superintendent will inform the applicant of its decision upon receipt of the committee's recommendations.

9. The annual anniversary date for enrollment into the sick leave contingency bank shall be the fifteenth (15) day of September.

10. In no event may a teacher utilize more than sixty (60) days from the sick leave bank for any illness.

#### SECTION F. General Provisions.

1. The Superintendent or his designee, at his/her sole discretion, may grant additional leave to a teacher. Such determination is not subject to grievance.

#### SECTION G. Jury Duty Leave.

When a teacher is called to jury duty, the teacher shall receive full pay and benefits. It is understood that the teacher shall turn over jury duty pay to the District for any days served that are also contracted teacher workdays. At the conclusion of the teachers daily period of jury duty, he/she shall return to work if such can be accomplished during the school day.

#### SECTION H. Sabbatical Leave.

A maximum of one sabbatical leave will be granted for one school year to a teacher who has taught for seven (7) years in the Hooksett School District, upon the approval of the Superintendent. The teacher must be enrolled in a full-time, advanced degree program related to the teaching profession. While on leave, no salary or benefits will apply. Upon return from said leave, the teacher will guarantee three years of service to the Hooksett School District.

Notifications of sabbatical intent will be provided by the teacher to the building Principal no later than February 1<sup>st</sup> of the preceding year.

This section does not apply to Nurses.

### **ARTICLE XVI**

#### PARENTAL LEAVE OF ABSENCE

##### SECTION A.

1. A teacher who has taught for three (3) full consecutive years in the Hooksett School District under an individual contract shall be eligible for child rearing or adoption leave without pay not to exceed the balance of the school year in which the leave commences if the child rearing or adoption leave commences prior to February 1<sup>st</sup> of that school year. If the child rearing or adoption leave commences after January 31<sup>st</sup> of that school year, the unpaid leave shall not exceed the balance of that school year and the next school year, provided, however, that in the case of adoption leave only, if the adoption agency certifies in writing to the Superintendent that one full calendar year of leave is a requirement for the adoption, then the adoption shall not exceed two (2) years without pay. The two (2) year maximum is defined as the school year in which the leave begins and the next full school year. A teacher who desires child-rearing leave or desires to adopt a child shall notify the Principal as soon as the decision has been made. A teacher who takes leave under this Section can only return to work at the beginning of a marking period. A teacher who takes a leave under this Section A.1. shall return to the same position under which that teacher held prior to taking leave. If that position no longer exists, the teacher shall be given the next open position for which that teacher is qualified and certified. If both parents of the child are employees of the School District, only one shall be eligible for a leave under this Section. Leave time under this Section shall not be counted towards the teacher's accrued teaching time in the District.

2. A teacher who has taught for three (3) full consecutive years in the Hooksett School District under an individual contract and who desires child bearing leave shall be entitled to a leave of absence without pay, provided that such teacher notifies the Superintendent in writing of the pregnancy giving rise to the request for child bearing leave and the anticipated delivery date within one (1) month after the determination of such pregnancy.



Continued employment will be permitted as long as the teacher is able to adequately perform her duties, and can supply to the Board sufficient medical evidence to ensure her health and safety. The Board, in any event, shall be held harmless from any and all claims by a pregnant teacher in connection with the decision to continue work while pregnant.

A teacher who has taught for more than the said three (3) full consecutive years (as set forth above) may take child bearing leave not to exceed the balance of the school year in which the year commences if the child is born prior to February 1<sup>st</sup> of the school year. If the child is born after January 31<sup>st</sup> of that school year, the leave shall not exceed the balance of that school year and the next school year. A teacher who takes leave under this Section can only return to work at the beginning of a marking period and failure by the teacher to comply with this requirement shall immediately terminate any and all obligations, contractual and otherwise, of the Hooksett School District. Further, a teacher who takes leave under this Section A.2. shall return to the same position which that teacher held prior to taking such leave. If that position no longer exists, the teacher shall be given the next open position for which that teacher is qualified and certified.

If both parents of the child are employees of the School District, only one shall be eligible for leave under this section. Leave time under this Section shall not be counted toward the teacher's accrued teaching time in the District.

3. Notwithstanding the provisions of Section A.2. above, sick leave with pay shall, at the teacher's option, be available to a teacher who is medically disabled due to pregnancy to the extent that such teacher actually works up to the onset of the period of her actual medical disability which prevents that teacher from performing her teaching duties. To be eligible for such sick leave benefits, the teacher must furnish to the Superintendent a certificate from a physician certifying to the nature of the disability and the dates of the period of actual disability of the teacher.

4. A teacher who has taught for less than the said three (3) full consecutive school years will not be eligible for child rearing, adoption or child bearing leave under Section A.1., 2. and 3. of this Article.

#### SECTION B.

All benefits to which a teacher was entitled at the time the teacher's child rearing, adoption or child bearing leave commenced shall be restored upon returning to his/her position.

#### SECTION C.

In order to be eligible for assignment upon return from any leave as set forth in this Article, any teacher on leave must notify the Superintendent in writing between January 1<sup>st</sup> and March 1<sup>st</sup> of that teacher's intent to return to work at the start of the following school year in order to qualify for assignment for a position under the terms of the Article for the following school year.

## **ARTICLE XVII**

### **RETIREMENT**

#### **SECTION A.**

If at the time of voluntary termination of employment with the Hooksett School District, a teacher (1) is eligible for retirement benefits under the New Hampshire Retirement System, (2) has fifteen (15) years of service as a teacher with said District, and (3) notifies the Superintendent, in writing, no later than October 15 prior to voluntary termination of his/her intent to receive this benefit, then that teacher shall be paid the following amount by July 31 after termination:

If terminated during 2010-2013, \$17,000.

#### **SECTION B.**

A teacher may submit a notice of intent to receive this benefit only once during his/her employment by the School District (e.g., a teacher who applies and then withdraws the application in one year may not apply for it again in future years). However, a teacher may submit the notice after the October 15 deadline, or withdraw the notice and submit it in a future year, if the teacher experiences a catastrophic life-changing event and the Board and Association mutually agree that the teacher may do so. The Board's decision whether to agree shall not be the subject of a grievance.

#### **SECTION C.**

If the School District will not be assessed for a retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be paid as a one-time lump sum no later than July 31 following the date of retirement, as set forth above.

If the School District will be assessed for a retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable by July 31 following the date of retirement, and shall equal the maximum portion of the retirement incentive that will not result in the School District being assessed by the New Hampshire Retirement System. The second lump sum payment shall be due and payable to the employee no earlier than 121 days or later than 150 days after the employee's date of retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement incentive that was not paid in the first lump sum.

## **ARTICLE XVIII**

### **PROCEDURAL ASPECTS OF TEACHER EVALUATION**

#### **SECTION A.**

An administrator designated by the Superintendent shall, within the first month of work, orient all teachers regarding the procedure and form for teacher evaluation.

All classroom evaluations shall be openly conducted by an Administrator. Classroom observations shall be made in person as follows:

1. Teachers with less than three (3) years experience in the District will be observed a minimum of three (3) times per year, the first of which shall occur no later than December 1<sup>st</sup>; afterwards, the second shall occur before the end of January; and afterwards, the third shall occur before March 1<sup>st</sup>.
2. Teachers with more than three (3) years experience in the District will be observed a minimum of once per year; which shall occur no later than February 1<sup>st</sup>.
3. Nurses will be evaluated as per current procedure or as may be amended by the administration.

#### SECTION B. Just Cause

1. No teacher shall be disciplined, reduced in rank or salary, or suspended with or without pay, without just cause. For the purpose of this Article, discipline shall not be deemed to include dismissal or non-renewal which shall be governed by the provisions of RSA – 189.
2. After completion of a two-year probationary period from the date of hire, no nurse will be disciplined or discharged without just cause.

### **ARTICLE XIX**

#### INSURANCE

##### SECTION A.

1. Bargaining unit members whose current term of employment began on or before June 30, 2002 may take hospital/medical insurance under either paragraph 2, paragraph 3 or paragraph 4 below. Bargaining unit members whose current term of employment began on or after July 1, 2002 may take hospital/medical insurance under only paragraph 3 or paragraph 4 below.
2. The Board agrees to offer hospital/medical insurance coverage under Blue Cross/Blue Shield Plan JY with Managed Care. For 2010-11 school year, the School District shall pay 85% of the premium for the one-person plan, and 70% of the premium for the two-person and family plans.
3. The Board agrees to offer hospital/medical insurance under Blue Cross/Blue Shield Blue Choice. The School District shall pay the following percentages of the premium for the one-person plan, the two-person plan the family plan:

	<u>2010-11</u>
One-person	90%
Two-person	80%
Family	80%



4. The Board agrees to offer hospital/medical insurance under Blue Cross/Blue Shield HMO. The School District shall pay the following percentages of the premium for the one-person plan, the two-person plan and the family plan:

	<u>2010-11</u>
One-person	92.5%
Two-person	82.5%
Family	82.5%

5. During the term of this agreement and with written notice to the other by September 1<sup>st</sup>, either party may reopen negotiations on the contribution percentages (including office and prescription co-pays) set forth above for single, two-person or family health insurance coverage under this article. In the event neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed, no change in contribution percentages or co-pays shall occur for the subsequent school year.

#### SECTION B.

1. The Board agrees to provide dental insurance coverage under Delta Dental Insurance Plan IV for all eligible employees and their dependents. Coverage will be as follows:

COVERAGE A:	Diagnostic and Preventative	100%
COVERAGE B:	Restorative	80%
COVERAGE C:	Prosthodontics	50%
COVERAGE D:	Orthodontics	50%

WAITING PERIOD: First of the month following 30 days for newly hired employees.

2. Coverage A, B, and C have contract year maximum coverage of One Thousand Dollars (\$1,000.00) per person. Coverage D has a lifetime maximum coverage of One Thousand Dollars (\$1,000.00) per eligible dependent child to age 19.

3. All bargaining unit members will contribute Five Percent (5%) of the annual premium costs for their dental insurance plan.

#### SECTION C.

It is specifically agreed that the Board may, in its sole discretion obtain hospital/medical and/or dental benefits from a different source, provided those benefits are comparable with the benefits provided by Blue Cross/Blue Shield Plan JY with Managed Care, Blue Choice, HMO and Delta Dental Insurance Plan IV as set forth above, and, provided further, that any such change does not increase the costs above the premium rates for the Blue Cross/Blue Shield and Delta Dental plans outlined above.

#### SECTION D.

Effective July 1, 1989, the Board will pay 100% of the premium for a long term disability plan for teachers covered by this Agreement. Said plan shall pay sixty-six and two-thirds percent (66-2/3%) of the teacher's monthly salary to a maximum of \$6,000 per month, in

accordance with the provisions of the current policy (Mutual of Omaha #GLTD 48RI, December 23, 2005). There shall be a waiting period of ninety (90) days, or until the expiration of the teacher's sick leave, whatever is greater. Each bargaining unit member shall be provided a certificate of coverage. The Association shall be promptly informed of any changes in the policy.

#### SECTION E.

The Board shall provide \$40,000 term life insurance for each teacher covered by this Agreement. The Association specifically agrees that the Board may determine the source of any such life insurance benefit in its sole discretion.

#### SECTION F.

The Hooksett School District will institute a 125 Pretax Program covering employee Health and Dental Insurance contributions for all bargaining unit members.

#### SECTION G.

1. A teacher who takes Plan JY during one year, and subsequently elects to permanently replace it with either Blue Choice or HMO, will be paid a bonus in two installments. One installment shall be paid at the end of the first year, and the other installment shall be paid at the end of the second year, that the teacher replaces Plan JY with Blue Choice or HMO. The amount of each installment shall be \$1000 for a teacher with one-person coverage, \$1750 for a teacher with two-person coverage, and \$2250 for a teacher with family coverage. However, the teacher shall not be entitled to an installment that comes due after the teacher ceases to be employed by the School District. A teacher who elects a one-year trial enrollment in Blue Choice or HMO will not receive a bonus. Once a teacher qualifies and accepts a bonus under this provision, the teacher may not elect to be covered under Plan JY in any subsequent year.

2. Each year that the teacher elects not to receive any hospital/medical insurance which is offered by the School District, the teacher shall receive a bonus. For the term of this agreement, the bonus shall be \$1500.

#### SECTION H. Health Savings Account

During the term of this agreement, the District shall have the option of offering teachers covered by this agreement eligibility to enroll in a health savings account. The terms of such account shall be solely determined by the District.

### **ARTICLE XX**

#### NOTICE OF VACANCIES

During the school year, the Board (or its designee(s)) agrees to post in advance all new positions and vacancies in permanent full-time or permanent part-time teaching or administrative positions and annual or seasonal paid extra-curricular assignments.

Such notices will be posted on an appropriate bulletin board in each school as soon as is reasonably practicable after the Administration is aware of the existence or such vacancy and has made a decision to fill same.

During the summer months, the Board (or its designee[s]) shall send a notice of a vacancy in the positions referred to in the first paragraph of this Article to the President of the Association at the address which the President leaves with the Superintendent's office.

Nothing in this Article shall be construed to limit the Board's or Administration's right to fill any such vacancy from among all applicants whether or not such applicants are presently employed by the Hooksett School District.

If a currently employed teacher in the district is interested in an available position/assignment, a letter of intent accompanied by an updated resume will be considered the formal application.

## **ARTICLE XXI**

### **REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

When the School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reduction, change in or consolidation of Board-authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction in force policy will be implemented:

#### **A. Notice**

1. The decision to implement a reduction in force shall be made at the sole discretion of the Hooksett School Board.
2. As soon as a need for a reduction in force is determined by the Board, the Superintendent of Schools shall make such determination public.
3. The School Board will accept any written presentation regarding the reduction in force from teachers or the public prior to any final consideration.
4. Any teacher who has been laid off will receive a letter from the Board stating that he/she has been released due to a reduction in force.

#### **B. Procedures for Determining Reduction in Force**

1. The School Board will make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract).

2. Identification of which teachers to release:
  - a. The School Board shall consider the following factors in order: classification, in-district seniority, and job performance based on teacher evaluation.
  - b. The Board will classify all teachers according to their present assignment – not certification – as follows:
    1. Grades K-5
    2. Grades 6-8  
English, Social Studies, Science, Mathematics, Industrial Technology, Consumer and Family Science, Foreign Language, Reading, Computer Education, and Health
    3. Art – Grades K-8
    4. Physical Education – Grades K-8
    5. Music – Grades K-8
    6. Guidance – Grades K-8
    7. Gifted and Talented – Grades K-8
    8. Reading Specialist – Grades K-8
    9. Special Education – Preschool-8
    10. Occupational Therapy/Physical Therapy – Preschool-8
    11. Nurses
  - c. The Board will determine the number of teachers to be terminated within each classification and teachers will be terminated within these classifications according to seniority and job performance based on teacher evaluations.
  - d. Authorized Leave(s) of Absence  
Professional staff whose only break in continuity of employment is as a result of authorized leave(s) of absence shall be considered to be continuously employed with the following restriction. The time taken for the authorized leave shall not be included in the total number of years of service. For example, a teacher who takes an authorized leave of absence for one (1) year after his/her first full year of employment and who returns to his/her position for 2 full years prior to being laid off shall be considered to have only three (3) years of continuous employment, not four (4) years.
3. Any transfer, assignments, or reassignment resulting or involved with a reduction in staff will be made at the sole discretion of the Superintendent of Schools following the same procedure as described in B.2.a. In the event of a change of assignment or transfer as a result of the reduction in force, the teacher involved shall be notified of such change in writing.

C. Considerations Used for Rehiring Teachers Terminated by Reduction in Force

1. Teachers who have been selected for non-renewal due to reduction in force shall have the right to be offered a contract for the following school year for a position for which the teacher is certified provided that a position becomes vacant and available. In instances where the number of "laid off" teachers exceeds the number of positions vacant and available the Board will offer a contract to the qualified candidate(s) by seniority. There will be no obligation on the part of the School Board to offer a position to a teacher who has been identified as a teacher to be laid off if there is no vacancy for the following year for which the teacher is certified.
2. The school administration shall consider the applications of terminated employees for such positions which may become available in subsequent years provided that said terminated employees submit a timely application when a position becomes vacant. A previously employed teacher who returns to a teaching position shall resume employment by the school district at no less than the step occupied when the teaching position previously held was terminated.

D. This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

**ARTICLE XXII**

**WORKPLACE SAFETY COMMITTEE**

The Hooksett School Board agrees to establish a Workplace Safety Committee in compliance with the Workers Compensation regulations of the State of New Hampshire under RSA 281-A:64 III.

**ARTICLE XXIII**

**DURATION AND RENEWAL**

**SECTION A.**

1. This Agreement shall become effective July 1, 2010 and will continue to be in effect until June 30, 2013.
2. Any extension shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this contract shall expire on the date indicated herein.
3. The District agrees to provide the PELRB with a copy of this Agreement with fourteen (14) days of its execution in accordance with PUB 207.03(b).

**Appendix A – Salary Guides**

The Salary Guide shall remain frozen (no step or COLA) for 2010-11 school year.

## Memorandum of Agreement

A joint committee is established to study and develop process, procedures and instrumentation to be used in evaluations. The committee shall consist of members appointed by the Association and the Board, and may include members from other District's within SAU 15. The committee's recommendations shall not be binding on either the Association or the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their representatives.

HOOKSETT SCHOOL BOARD  
By Dana Cypher  
Title Chair

By James A Sullivan  
Title Vice-Chair

By Todd Hunt  
Title Secretary

By Paul Cunniff  
Title Hooksett School Bd.

By Becky Bick  
Title Hooksett School Board

HOOKSETT EDUCATION ASSOCIATION  
By Linda Lambert  
Title Negotiator

By Caryl Pawlusiak  
Title Negotiator

By Kathleen M. Jenkins  
Title Negotiator

By Elizabeth Provencher  
Title negotiator

By Samuel J. Levesque  
Title negotiator

By Jolyn S Bonni  
Title negotiator

By Nadine L. Saunders  
Title HEA President & Negotiator

By Josua Rae Amato  
Title MEA Vice Pres. & Negotiator



APPENDIX A							
SALARY GUIDES							
HOOKSETT SCHOOL DISTRICT							
2010-11 SALARY GUIDE							
	Step	B	B+15	B+30	M	M+15	M+30
	1	31,969	0	0	35,164	0	0
	2	33,568	34,527	0	36,764	37,724	0
	3	35,164	36,152	37,083	38,362	39,323	40,281
	4	36,764	37,724	38,682	39,961	40,919	41,880
	5	38,362	39,323	40,281	41,559	42,519	43,478
	6	39,961	40,919	41,880	43,159	44,117	45,077
	7	41,559	42,519	43,478	44,756	45,716	46,673
	8	43,159	44,117	45,077	46,355	47,313	48,273
	9	44,756	45,716	46,673	47,953	48,912	49,871
	10	46,355	47,313	48,273	49,552	50,510	51,470
	11	47,953	48,912	49,871	51,151	52,109	53,068
	12	49,552	50,510	51,470	52,750	53,707	54,668
	13	51,555	52,109	53,068	54,347	55,306	56,265
	14	52,711	54,112	54,668	55,946	56,904	57,864
	15	0	55,267	56,265	57,544	58,504	59,462
	16	0	0	58,267	59,547	60,101	61,061
	17	0	0	59,423	60,702	61,700	62,660
	18	0	0	0	0	63,704	64,259
	19	0	0	0	0	64,857	66,260
	20	0	0	0	0	0	67,415
HORIZONTAL MOVEMENT							
Horizontal movement from one salary track to another on the Salary Guide shall occur only at the beginning of a school year and not otherwise, provided a written request for such horizontal movement had been received by the Superintendent no later than January 1st preceding the school year in which the movement will occur. All necessary supporting documentation will be provided to the Superintendent as soon as it becomes available, but no later than the first day of the teacher work year of the school year in which the movement is to occur.							
Effective July 1, 2000, to attain Bachelors plus or Master plus status, all credits must be earned after the last previous degree. In Bachelors lane, teachers may use either undergraduate or graduate courses for Bachelors plus status.							
Based on 186 teacher workdays.							

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